Teni Olowu

Subject:

FW: Acuerdo de Pago

Attachments:

Plan de Pagos Peninsula Petroleum Hedge 13082021.pdf; PENINSULA - CI International Fuels -

Acuerdo de pago 110821.docx

From: Abby Javkin

Sent: Thursday, August 19, 2021 10:45 AM

To: natalia.garcia@ciinternationalfuels.com; manager@ciinternationalfuels.com

Cc: Mauricio Perez Grosso <mpgrosso@peninsula360.com>

Subject: FW: Acuerdo de Pago

Estimada Natalia / Jaime:

Por medio de la presente les comentamos que Peninsula Petroleum Limited no acepta la propuesta de pago de CI International con fecha de 13 Agosto 2021 siendo que ya Peninsula ha presentado su mejor opción para que CI International salde la deuda total que tiene con Peninsula para finales de este año. Por lo tanto mantenemos nuestra posicion y una última vez extendemos nuestra oferta de acuerdo de pago (aqui adjunta nuevamente).

Favor de responder a más tardar hoy si la misma es aceptable.

Atentamente,



5051 Westheimer Rd (Galleria II), Suite 1850, Houston, TX 77056 Abby Javkin

Head of Supply & Trading - America

T. +1-713-577-1410
M. +1-713-665-9828
ajavkin@peninsula360.com
www.peninsula360.com

De: Natalia García Vitta < natalia.garcia@ciinternationalfuels.com >

Fecha: 13 de agosto de 2021, 17:17:34 UYT

Para: Mauricio Perez Grosso <mpgrosso@peninsula360.com>

Cc: Jaime Alberto Ochoa Muñoz < manager@ciinternationalfuels.com >

Asunto: Re: Acuerdo de Pago

Buenas tardes Mauricio,

Nos permitimos enviarles adjunta la propuesta de pago reconsiderada por parte de la compañía con el fin de ser incorporada al correo anteriormente enviado por su parte. Esperamos con esto poder dar inicio a la programación de pagos.

Quedamos atentos a sus comentarios.

Saludos,

Natalia Garcia Vitta

Asistente de Presidencia CI International Fuels SAS Barranquilla - Colombia

Address: Calle 77 B No. 59 - 61 Off. 1101

Tels: 57+5 3858620 Ext: 101 Mobile: +57 316 275 3880 www.ciinternationalfuels.com

El mié, 11 ago 2021 a las 12:21, Mauricio Perez Grosso (<mpgrosso@peninsula360.com>) escribió:

Estimado Jaime y Natalia

De acuerdo con lo conversado adjunto la propuesta de acuerdo de pago por la deuda que mantiene Ci International LLC con Peninsula Petroleum Ltd.

Necesitamos contar con vuestra respuesta a la misma antes del 13 de Agosto del 2021.-

Quedo atento,

Saludos

Mauricio Perez Grosso

Head of Reselling, Americas

Imperium Building, 25 de Mayo 713, Office 612, Montevideo, 11000 T. +598 2903 3450 M. +598 9444 3996 / +1 713 518 9700 mpgrosso@peninsula360.com www.peninsula360.com

From: Natalia Garcia <natalia.garcia@ciinternationalfuels.com>

Sent: 30 July 2021 20:00

To: Mauricio Perez Grosso mpgrosso@peninsulapetroleum.com cc: Jaime Alberto Ochoa Muñoz mailto:mpgrosso@peninsulapetroleum.com mpgrosso@peninsulapetroleum.com mpgrosso@peninsulapetroleum

Subject: Acuerdo de Pago

Estimado Mauricio,
De acuerdo a lo conversado con el Sr. Jaime Ochoa envío adjunto acuerdo de pago.
Quedamos atentos
Saludos,

Natalia Garcia Vitta

Asistente de Presidencia

CI International Fuels SAS Barranquilla - Colombia Address: Calle 77 B No. 59 - 61 Off. 1101

Tels: 57+5 3858620 Ext: 101

Mobile: +57 316 275 3880

www.ciinternationalfuels.com

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From: Abby Javkin

Sent: Thursday, August 19, 2021 10:45 AM

To: natalia.garcia@ciinternationalfuels.com; manager@ciinternationalfuels.com

CC: Mauricio Perez Grosso <mpgrosso@peninsula360.com>

Subject: FW: Payment Agreement

Dear Natalia / Jaime:

We hereby inform you that Peninsula Petroleum Limited does not accept CI International's payment proposal dated August 13, 2021, as Peninsula has already presented its best option for CI International to settle the total debt it has with Peninsula by the end of this year. Therefore we maintain our position and one last time we extend our payment agreement offer (here attached again).

Please respond no later than today if it is acceptable.

Sincerely,

De: Natalia García Vitta < natalia.garcía@ciinternationalfuels.com >

Fecha: 13 de agosto de 2021, 17:17:34 UYT

Para: Mauricio Perez Grosso < mpgrosso@peninsula360.com >

Cc: Jaime Alberto Ochoa Muñoz < manager@ciinternationalfuels.com>

Asunto: Re: Payment agreement

Good afternoon Maurice,

We allow ourselves to send you the attached the payment proposal reconsidered by the company in order to be incorporated into the email previously sent by you. We hope with this we can start the payment schedule.

We are looking forward to your comments.

Cheers,

The Wed, 11 Aug 2021 at 12:21, Mauricio Perez Grosso (<mpgrosso@peninsula360.com>) Wrote:</mpgrosso@peninsula360.com>
Dear Jaime and Natalia
In accordance with what was discussed, I attach the proposed payment agreement for the debt that Ci International LLC maintains with Peninsula Petroleum Ltd.
We need to have your response to the same before August 13, 2021
Stay tuned,
Cheers
From: Natalia Garcia < natalia.garcia@ciinternationalfuels.com >
Sent: 30 July 2021 20:00 To: Mauricio Perez Grosso < mpgrosso@peninsulapetroleum.com >
Cc: Jaime Alberto Ochoa Muñoz < manager@ciinternationalfuels.com > Subject: Payment agreement.
Dear Mauricio,
According to what was discussed with Mr. Jaime Ochoa, I am sending a payment agreement attached.
we stay tuned
Cheers,

I, Gian Taylor, hereby certify, under penalty of perjury under the laws of the United States of America, that the foregoing document is my correct and complete translation of the preceding emails from Spanish to English.

Gian Taylor

an 6-

Dated: June 10, 2022

Panama City, Panama

CI International Fuels

Peninsula Petroleum Limited

Facturas Hedge

13/08/2021

 Factura No	Fecha Factura	Fecha Vcto	Valor Usd\$
101175369	11/06/2021	26/06/2021	164.500,00
101176205	22/06/2021	30/06/2021	344.000,00
10/176202	22/06/2021	30/06/2021	354.000,00
101176204	22/06/2021	28/07/2021	172,000,00
101176206	22/06/2021	21/08/2021	510.793,56
		Total	1,545.293,56

Plazo de Pago:

9 Meses

Amortizacion:

Mensual

Tasa:

3,5% Anual

Programacion de Pagos:

Cuota	Fecha	Amortizacion	Intereses	Total Cuota	Saldo
1	5/09/2021	171.699,28	4.507,11	176,206,39	1,373,594,28
2	5/10/2021	171.699,28	4.006,32	175.705,60	1.201.894,99
3	5/11/2021	171.699,28	3.505,53	175.204,81	1.030.195,71
4	5/12/2021	171.699,28	3.004,74	174.704,02	858,496,42
5	5/01/2022	171.699,28	2.503,95	174,203,23	686.797,14
6	5/02/2022	171,699,28	2.003,16	173.702,44	515.097,85
7	5/03/2022	171.699,28	1.502,37	173.201,65	343.398,57
8	5/04/2022	171.699,28	1.001,58	172.700,86	171.699,28
9 5/05/2022 Total		171.699,28	500,79	172.200,07	
		1,545,293,56	22.635,53	1.567.829,09	

ACUERDO DE PAGO

Este acuerdo de pago se suscribe el ___ de agosto de 2021 entre:

- (i) PENINSULA PETROLEUM LIMITED, una sociedad creada y existente de conformidad con las leyes de la República de Irlanda (el "<u>Acreedor</u>"); y
- (ii) CI INTERNATIONAL FUELS LLC, una sociedad creada y existente de conformidad con las leyes de Florida, USA (el "<u>Deudor</u>" y conjuntamente con el Acreedor, las "<u>Partes</u>").

CONSIDERACIONES

- (a). QUE, el 26 de octubre de 2020 se celebró un Contrato Marco de Compraventa (el "Contrato Marco") entre el Acreedor y el Deudor para la compra y venta de tiempo en tiempo de cargamentos de productos derivados del petróleo presentes y futuros que de tiempo en tiempo adquiera el Deudor y almacene en la Zona Franca, de conformidad con el Contrato Marco y los Contratos de Compraventa de Producto y los bienes derivados o atribuibles de estos.
- (b). QUE, de tiempo en tiempo, el Acreedor puede celebrar contratos con el Deudor para (i) la venta por parte del Acreedor y la compra por parte del Deudor de productos derivados del petróleo a ser entregados por el Acreedor en la Zona Franca de Santa Marta, Colombia (los "Contratos de Carga") y (ii) la venta por parte del Deudor y la compra por del Acreedor de Producto a ser entregados por el Deudor al Acreedor en los buques de sus clientes, dentro de puertos colombianos (los "Contratos de Bunker" y junto con los Contratos de Carga, los

PAYMENT PLAN AGREEMENT

This payment plan agreement (the "Payment Plan Agreement") is entered into on _____ August 2021 by:

- (i) PENINSULA PETROLEUM LIMITED, a company organized under the laws of the Republic of Ireland (the "Creditor"); and
- (ii) CI INTERNATIONAL FUELS LLC, a company organized under the laws of Florida, USA (the "<u>Debtor</u>" and together with the Creditor, the "<u>Parties</u>").

RECITALS

- (a). WHEREAS, on October 26, 2020 a Master Sale and Purchase Agreement (the "Master Agreement") was entered between the Creditor and the Debtor for the sale and purchase from time to time of the all present and future cargoes of petroleum products that are from time to time acquired by the Debtor and storage in the Free Trade Zone pursuant to the Master Agreement and the Product Sale and Purchase Agreements and all proceeds or assets derived or attributable to them thereof.
- (b). WHEREAS, from time to time, the Creditor may enter into contracts with the Debtor for (i) the sale by the Creditor and purchase by the Debtor of petroleum products for delivery by the Creditor in the Santa Marta Free Trade Zone, Colombia (the "Cargo Contracts") and (ii) the sale by the Debtor and purchase by the Creditor of Product for delivery by Debtor to Creditor's nominated customer vessels, within Colombian ports (the "Bunker Contracts" and together with the Cargo Contracts referred as the "Product Sale and Purchase Agreements")
- (c). WHEREAS, regarding the performance of the obligations under the Master Agreement

- "Contratos de Compraventa de Producto").
- (c). QUE, en desarrollo de las obligaciones bajo el Contrato Marco y los Contratos de Compraventa de Producto, desde el mes de junio de 2021 el Deudor se ha retrasado con el pago oportuno de distintas facturas expedidas por el Acreedor, encontrándose en mora de pagar esa deuda, y por tanto la misma se ha hecho exigible.
- (d). QUE el saldo pendiente a la fecha de documento del presente firma corresponde a la suma de UN MILLÓN QUINIENTOS OCHENTA Y OCHO MIL Υ NUEVE CIENTO OCHENTA DÓLARES Y CINCUENTA Y NUEVE \$1,588,189.59), CÉNTIMOS (USD correspondiente a las facturas que se indican a continuación (en adelante, "Suma Adeudada"):

Factura	Fecha de la	Valor USD	Interés				
	factura						
10 1753	11/06/20	164.500,00	8,318.7				
69	21		9				
10 1762	22/06/20	344.000,00	15,643.				
05	21		06				
10 1762	22/06/20	354.000,00	16,097.				
02	21		80				
1011762	22/06/20	172.000,00	2,836.3				
04	21		9				
1011762	22/06/20	510,793.56					
06	21						
	Sub-Total	1,545,293.	42,896.				
		56	03				
Total I	inc. Interés	1,588,189.59					

- (e). Que la Suma Adeudada genera intereses de mora desde que cada factura se hizo exigible.
- (f). Que es plena voluntad de las Partes celebrar el presente acuerdo, con el fin de

- and the Product Sale and Purchase Agreement, since June 2021 the Debtor has failed to pay to the Creditor several invoices within the specified period (due date) agreed by the Parties, and therefore such debt become due and enforceable.
- (d). WHEREAS the outstanding balance as of the date of signature hereof, is the sum of ONE MILLION FIVE HUNDRED AND EIGHTY-EIGHT THOUSAND, ONE-HUNDRED AND EIGHTY-NINE DOLLARS AND FIFTY-NINE CENTS (USD \$1,588,189.59), corresponding to the invoices indicated below (hereinafter, "Owed Amount"):

Invoice	Invoice	Price USD	Interest
	date		
101175369	11/06/2021	164.500,00	8,318.79
101176205	22/06/2021	344.000,00	15,643.06
101176202	22/06/2021	354.000,00	16,097.80
101176204	22/06/2021	172.000,00	2,836.39
101176206	22/06/2021	510,793.56	
	Sub-Total	1,545,293.56	42,896.03
Total	nc. Interest	1,588,189.59	

- (e). WHEREAS the Owed Amount bears interest from the due date of each invoice.
- (f). WHEREAS it is the Parties wilful intention is to enter into this Payment Plan Agreement to facilitate to the Debtor the payment of the Owed Amount.
- (g). Terms not expressly defined in this document, will have the meaning given to them in the Purchase Agreement as amended from time to time.

- facilitar al Deudor el pago de la suma descrita en el literal anterior.
- (g). Los términos no expresamente definidos en este documento tendrán el significado asignado a ellos en el Contrato Marco, según el mismo sea modificado de tiempo en tiempo.

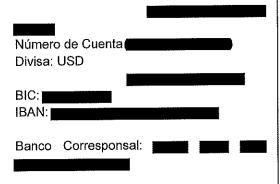
CLÁUSULAS

PRIMERA. OBJETO. El objeto del presente acuerdo es regular los términos y condiciones bajo los cuales el Deudor incondicional e irrevocablemente pagará al Acreedor la Suma Adeudada. De esta forma, el Deudor reconoce deber la Suma Adeudada, y se obliga al pago de la misma al Acreedor en 5 cuotas mensuales contadas a partir del mes de 13 agosto del año 2021. ("Cuotas Mensuales")

Las Cuotas Mensuales se pagarán así:

Cuota	Fecha	Valor USD				
1	13/08/2021	\$317,637.92				
2	13/09/2021	\$317,637.92				
3	13/10/2021	\$317,637.92				
4	13/11/2021	\$317,637.92				
5	13/12/2021	\$317,637.92				
Total	\$1,588,189.59					

PARÁGRAFO 1: El Deudor realizará el pago mediante transferencia electrónica a la cuenta del Acreedor, esto es:



CLAUSES

FIRST. PURPOSE. The purpose of this agreement is to establish the terms and conditions under which the Debtor shall unconditionally and irrevocably pay to the Creditor the Owed Amount. Thus, the Debtor acknowledges owing the Owed Amount, and undertakes to pay the same to the Creditor in 5 monthly instalments starting on 13 August 2021. ("Monthly Instalments")

The Monthly Instalments shall be paid as follows:

Instalment	Date	Price USD
1	13/08/2021	\$317,637.92
2	13/09/2021	\$317,637.92
3	13/10/2021	\$317,637.92
4	13/11/2021	\$317,637.92
5	13/12/2021	\$317,637.92
Total		\$1,588,189.59
		4

PARAGRAPH 1: The Debtor shall make the payment by electronic funds transfer to the Creditor's Bank account, i.e.:

Account Name:
Account number
Currency: USD
Bank name:
BIC:
IBAN:

Una copia del certificado de pago se enviará a los correos electrónicos:

legal@peninsula360.com ajavkin@peninsula360.com mpgrosso@peninsula360.com

PARÁGRAFO 2: No obstante el plazo acordado, el Deudor podrá cancelar la totalidad de la Suma Adeudada de manera anticipada.

PARÁGRAFO 3 — Aceleración del plazo-En caso de simple retardo en el cumplimiento o en caso de incumplimiento parcial o total de las obligaciones a cargo del Deudor, el Acreedor podrá, sin necesidad de requerimiento alguno, acelerar el plazo que haga falta por vencer y cobrar la totalidad del saldo correspondiente más los intereses moratorios correspondientes.

segunda. Intereses. En caso en el que el Deudor se retrase en el pago total o parcial de una Cuota, éste reconocerá al Acreedor un interés de mora equivalente a la máxima tasa permitida por la legislación aplicable sobre la Cuota Mensual incumplida.

TERCERA. NO EXISTE NOVACIÓN. El presente Acuerdo de Pago no afecta en nada los términos, derechos y obligaciones de las partes bajo el Contrato Marco y los Contratos de Compraventa de Producto. Tampoco el Contrato de Garantía Mobiliaria sobre Activos de fecha 26 de octubre de 2020 y la garantía que el deudor ha constituido en favor del Acreedor la cual se extiende al presente acuerdo.

Correspondent Bank:

Correspondent Address: |

A copy of the bank certificate of payment shall be sent to the following e-mail addresses:

legal@peninsula360.com ajavkin@peninsula360.com mpgrosso@peninsula360.com

PARAGRAPH 2: Notwithstanding the term between the Monthly Instalments, the Debtor could pay the total amount due in advance.

PARAGRAPH 3 – Acceleration Clause- If an event of default occurs, i.e., in case of delay or case of partial or total non-compliance with the payment the obligations owed by the Debtor under this Payment Plan, the Creditor, at its own discretion, without any requirement or notice of default, may declare the entire Owed Amount then outstanding plus accrued and unpaid interest immediately due and payable, in which case such amounts shall become immediately due and payable.

SECOND. INTEREST. Upon Debtor's Default or delay with respect of a Monthly instalment, any due and unpaid amounts of principal or interest shall bear interest at the maximum rate permitted by applicable legislation

THIRD. NO NOVATION. This Payment Plan Agreement does not affect the agreed terms under the Master Agreement or the Product Sale and Purchase Agreements nor any remedies in favour of the Creditor. Likewise, the Payment Plan does not affect the Pledge Agreement Over Assets dated October 26, 2020 and the security granted thereunder by the Debtor in favour of the Creditor which is deemed to be extended to the obligations set forth in this document.

CUARTA. El presente documento presta merito ejecutivo en los términos establecidos en la ley aplicable, y se podrá iniciar la ejecución sin necesidad de requerimiento alguno contra el Deudor, por el valor total o parcial del saldo pendiente de pago que exista respecto de la Suma Adeudada.

QUINTA. Las Partes declaran estar de acuerdo con los términos en que celebraron el presente acuerdo de Pago y que el mismo no les causó daño directo o indirecto y que el mismo se encuentra ajustado a derecho y a sus intereses.

SEXTA. CONFIDENCIALIDAD. Las Partes deberán abstenerse de revelar, divulgar, exhibir, mostrar o comunicar el presente escrito, o los antecedentes o causas que conllevaron a su suscripción y que constan en las diferentes comunicaciones cruzadas entre las Partes, a cualquier persona natural o jurídica que no sea parte del presente Acuerdo a menos que resulte estrictamente necesario que cualquiera de éstos deba conocerla en atención a sus funciones, y siempre y cuando, antes de recibir la información hayan sido advertidos del carácter confidencial de ésta. Se exceptúan de la anterior restricción las autoridades competentes.

SÉPTIMA. IDIOMA. Este Contrato ha sido redactado en español e inglés para el beneficio de las Partes. En caso de contradicción entre lo previsto en la columna en español y la columna en inglés de este Contrato, prevalecerá lo dispuesto en la columna en español.

OCTAVA. LEGISLACIÓN APLICABLE. La interpretación, validez y ejecución del presente Acuerdo de Pago, y cualquier disputa o reclamación que surja de o en relación con este Acuerdo de Pago y su objeto o formación (incluidas las disputas o reclamaciones no contractuales) se regirán e interpretarán de acuerdo con la legislación

FOURTH. This document is enforceable under the terms established in the applicable law, and its enforcement may be initiated without any requirement against the Debtor, for the total or partial amount of the Owed Amount.

FIFTH. The Parties declare that they agree with the terms in which they have entered into this Payment Plan Agreement and that the agreement did not cause them any direct or indirect damage and that it is according to the law and their interests.

sixth. Confidentiality. The Parties shall refrain from disclosing, divulging, exhibiting, showing, or communicating this agreement, or the background or causes that led to its execution and that are contained in the different communications between the Parties, to any individual or entity that is not a party to this Agreement, unless it is strictly necessary that any of them should know it given their functions, and provided that, before receiving the information, they have been warned of its confidential nature. Competent authorities are exempted from the above restriction.

SEVENTH. LANGUAGE. This Agreement has been written in Spanish and English for the benefit of the Parties. In case of contradiction between the terms of the Spanish column and the English column of this Agreement, the terms of the Spanish column shall prevail.

EIGHTH. APPLICABLE LAW. The construction, validity and performance of this Payment Plan Agreement and any dispute or claim arising out of or in connection with this Payment Plan Agreement and their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Colombian law to the exclusion of any other law which may be imputed in accordance with choice of law rules applicable in any jurisdiction.

colombiana, con exclusión de cualquier otra ley que pueda ser imputada de acuerdo con las normas de elección de ley aplicables en cualquier jurisdicción.

En	constancia de 202	lo i	anterior,	el	presente	Acuerdo	de	Pago	se	suscribe	el	 _ d
					Ema	TERNATI il: [xxxxx alidad de	x]		ELS	LLC		
						mbre:		- Agreem		100400		 _

En c	constancia de 2021.	anterior,	el	presente	Acuerdo	de	Pago	se	suscribe	el _	de
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